

perly made such a report in regard to the defendant who had already made default in not paying the debt within the time allowed

consider it competent for the court to decree or order the same in a summary way. The trustee is authorized and directed to make a re-sale of the property as directed in the decree, repeating the notice, and inserting therein the further terms which are hereby added, *to wit*, that on failure of the highest bidder to comply with the terms, by giving bond on the day of sale, the next highest bidder will be considered the purchaser, and so on if there should be several bidders.

The property was re-sold accordingly, and the sale finally ratified.

CRESAP v MARTIN.—In this case Hector Scott, the purchaser at the trustee's sale, after the sale had been reported, and an order of ratification *nisi* had passed, but before the time allowed to shew cause had elapsed, on the 27th of May, 1822, filed his petition, in which he acknowledged he had been the highest bidder as reported, but prayed that the sale might not be ratified, because the land was subject to the liens of several other and prior incumbrances, the holders of which were not parties to the suit; and also, because Maria Keene, a party, was, at the time the suit was instituted, and then was a lunatic. At the foot of this petition the trustee subjoined his assent to the vacation of the sale, because the petitioner was, as he said, an insolvent debtor.

28th May, 1822.—**JOHNSON, Chancellor.**—The trustee, and Robert Oliver, who claims an interest in the premises, also consent that the sale made to Hector Scott should be set aside, for the reasons set forth by them; and as Hector Scott is not satisfied with the title that may be obtained under the proceedings, an application on the part of the trustee is made, that he should not again be permitted as a purchaser.

It is thereupon *Ordered*, that the said sale, made by the trustee, be, and the same is hereby annulled and set aside. The trustee will again expose the premises to sale under the decree; and at the time of sale, he will pay no regard to any bid the said Hector Scott may make for any part of the property, and the highest bidder, excluding the said Scott, shall be returned as the purchaser.

On the 7th of August, 1822, Hector Scott filed a petition remonstrating against the said order excluding him from the biddings, and stating that others, through him, might be willing to buy the land, notwithstanding any objections he might have to the title under the decree; and that his exclusion, or that of any one else, might materially prejudice the sale; and averring that he had no knowledge whatever of the proposal of the trustee to have him excluded.

8th August, 1822.—**JOHNSON, Chancellor.**—According to the report of the trustee heretofore made, Hector Scott was reported as the purchaser. By the terms of sale, the purchaser was to pay the money on the day of sale, or on the ratification. The money was not paid on the day of sale, and previous to the time fixed on for the ratification, the purchaser himself objected to the ratification, alleging the title was insecure, and requesting the sale should be annulled. The trustee seeing that the purchaser wished the contract to be destroyed, consented to an order to that effect. In the passing the order, no judgment was formed as to the sufficiency or insufficiency of the title; but as the purchaser himself had, on examination, it is presumed, satisfied himself of the defect of the title, it is hardly to be presumed he would wish again at a public sale to bid for the land, the title to which remained as before; but lest this might be done, and that for the purpose of delay, and to defeat an effectual sale, beneficial to those concerned in the decree, it was thought advisable to direct